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16  
Filed for Record at Request of;  
After Recording Mail To:

ALAN OLSON  
SWINOMISH TRIBAL COMMUNITY  
PO BOX 817  
LA CONNER, WA 98257

THIS SPACE RESERVED FOR  
RECORDER'S USE:

8/16  
JERRY MEINTURFF  
SKAGIT COUNTY AUDITOR

92 DEC 17 AIO:12

RECORDED  
REQUEST OF

FIRST AMERICAN TITLE CO.

9212170C35

34151

WARRANTY DEED

b6 PII

property, for and in consideration of Three Hundred Forty-Five Thousand, Five Hundred Ninety and no/100 Dollars (\$345,590.00) (plus any interest paid to the Grantor pursuant to the Real Estate Purchase and Sale Agreement for this property) in hand paid, bargains, sells and conveys to THE UNITED STATES OF AMERICA IN TRUST FOR THE SWINOMISH INDIAN TRIBAL COMMUNITY, the Grantee herein, the following described real estate situated in the County of Skagit, State of Washington: Parcels C and D as legally described on the attached Exhibit A.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

This conveyance is subject to the Covenants attached hereto as Exhibit B which shall run with the land for the sole and exclusive benefit of the United States of America, and James and Phyllis Dunlap and their lineal descendants. The Swinomish Indian Tribal Community, the beneficiary of the Grantee trust herein, is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934.

This conveyance is made pursuant to the Act of June 18, 1934 (48 Stat. 984).

DATED this 11<sup>th</sup> day of December, 1992.

b6 PII

Real Estate Excise Tax  
PAID

DEC 16 1992

Amount Paid \$ -0-  
Skagit County Treasurer  
Deputy

9212170C35

BK1146PG0137

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17 day of August, 1992, personally appeared before me <sup>b6 PII</sup> [redacted] known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Judith Wandell  
Notary Public in And For the  
State of Washington, residing  
at mt vernon  
My commission expires 12/31/94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17 day of August, 1992, personally appeared before me <sup>b6 PII</sup> [redacted] the Personal Representative of the Deceased, known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Judith Wandell  
Notary Public in And For the  
State of Washington, residing  
at mt vernon  
My commission expires 12/31/94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17 day of August, 1992, personally appeared before me <sup>b6 PII</sup> [redacted] known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Judith Wandell  
Notary Public in And For the  
State of Washington, residing  
at mt vernon  
My commission expires 12/31/94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 17 day of August, 1992, personally appeared before me b6 PII known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Judith A. VanderVoort  
Notary Public in And For the  
State of Washington, residing  
at mt Vernon  
My commission expires: 3-15-94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 14 day of August, 1992, personally appeared before me b6 PII known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Judith A. VanderVoort  
Notary Public in And For the  
State of Washington, residing  
at mt Vernon  
My commission expires: 3-15-94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit ) ss.

On this 14 day of August, 1992, personally appeared before me b6 PII known to me to be the individual who signed this instrument in my presence and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Judith A. VanderVoort  
Notary Public in And For the  
State of Washington, residing  
at mt Vernon  
My commission expires: 3-15-94

921217C035

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17 day of August, 1992, personally appeared before me [REDACTED] known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

[Signature]  
Notary Public in And For the  
State of Washington,  
at Skagit  
My commission expires: 07-1-94

INDIVIDUAL Acknowledgement  
STATE OF WASHINGTON )

County of Skagit )

ss.

On this 17 day of August, 1992, personally appeared before me [REDACTED] as Personal Representative of the Estate of [REDACTED] Deceased known to me to be the individual who signed this instrument in my presence and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

[Signature]  
Notary Public in And For the  
State of Washington, residing  
at Skagit  
My commission expires: 07-1-94

The within deed is hereby accepted: as delegated in  
10 BIAM, Section 2, Release 44, dated February 18,  
1989, Incorporating 230 DM Release No. 2784, dated  
March 16, 1988.

[Signature]  
Acting Assistant Area Director (Program Services)

12/11/92  
(Date)

9212170035

**EXHIBIT A - Scott/Fellman**

**Legal Description**

Situate in the County of Skagit, State of Washington:

**PARCEL C**

That portion of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of said Government Lot 9 and the true point of beginning of this description; thence from said true point of beginning continue South 30 degrees 58'30" West 133.42 feet; thence East 627.64 feet; thence North 14 degrees 57'10" East 429.6 feet, more or less, to a point on the Government meander line of said Lot 9; thence South 41 degrees 30' West along said meander line, a distance of 316.98 feet to an angle point in said meander line; thence North 84 degrees West 132.0 feet; thence South 80 degrees West 231.0 feet; thence South 70 degrees West 107.49 feet to the true point of beginning.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

Consisting of approximately 2.91 acres.

**PARCEL D**

Tide lands of second class situated in front of, adjacent to or abutting upon that part of Government Lot 9, Section 1, Township 33 North, Range 2 East, W.M., measured along the meander line as follows:

Beginning at the intersection of the South line of said Lot 9 with the meander line of the West side of said Lot 9; thence North 9 degrees East 4.00 chains, more or less, to an angle point in said meander line; thence West 3.30 chains; thence North 49 degrees West 1.30 chains; thence North 19 degrees West 2.50 chains; thence North 29 degrees East 1.30 chains to the true point of beginning of this description; thence North 70 degrees East 2.70 chains; thence North 80 degrees East 3.50 chains; thence South 84 degrees East 2.00 chains; thence North 41 degrees 30' East 8.00 chains; thence North 30 degrees East 4.50 chains; thence North 24 degrees East 3.90 chains to terminal point of this description. EXCEPTING all that portion of said tide lands lying Easterly of a line described as follows:

Beginning at the Northeast corner of said Section 1; thence North 89 degrees 37' West 4061.8 feet to Stone Monument; thence South 26 degrees 44'50" West 788.3 feet to Stone Monument; thence South 7 degrees 38'50" West 1873.56 feet to U.S.C.G. Survey Monument and the true point of beginning of said line; thence South 19 degrees 39'50" East 470.15 feet; thence South 14 degrees 57'10" West 203.11 feet to the meander line of said Government Lot 9, thence South 41° 30' West along said meander line a distance of 316.98 feet to an angle point in said meander line; thence North 84° West 132.0'; thence South 80° West 231.0'; thence South 70° West 107.49 feet and the terminal point of line herein described.

TOGETHER WITH that certain 25 feet wide non-exclusive easement for ingress, egress, roadway and utilities as conveyed to James Fellman or assigns by that certain "Option to Purchase Real Estate", recorded December 12, 1978 and December 13, 1978, under Auditor's File Nos. 892922 and 892964, respectively, as described therein over and across a 25 foot wide portion of Section 1 and First Class Tideland adjacent thereto, in Township 33 North, Range 2 East, W.M.

Consisting of an undetermined number of tideland acres.

SUBJECT TO:

INCLUDING ANY AMENDMENTS TO SAID LEASE:

1. **MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF**

Lessor: Scott, Fellman & Johnson, a partnership  
Lessee: [REDACTED] husband and wife  
Dated: June 1, 1989  
Recorded: June 14, 1989  
Auditor's No.: 8906140017

**ASSIGNMENT OF SUBLEASE AND THE TERMS AND CONDITIONS THEREOF:**

Assignee: Valley Bank  
Dated: January 24, 1989  
Recorded: August 4, 1989  
Auditor's No: 8908040094

A SECURITY INTEREST IN GOODS UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, RCW 62A, DISCLOSED BY FINANCING STATEMENT FILED IN THE OFFICE OF THE COUNTY AUDITOR:

Debtor: Janet L. Auman; Skagit Bay Boatyard;  
Robert N. Coe  
Secured Party: Valley Bank  
Filed: June 9, 1989  
Auditor's No: 8906097001; 8906097002; 8906097003  
Collateral: Fixtures at 1870 McGlinn Island Road,  
La Conner, WA 98257

2. **Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the**

primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those water may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state.

3. Terms, provisions and reservations under the Submerged Land Act (43 U.S.C.A. 1301 through 1311) and the rights of the United States of America to regulate commerce, navigation, flood control, fishing and production of power.
4. Provisions in the nature of covenants imposed by Shoreline Substantial Development Permit No. 1-87:

Requested by: Scott, Fellman & Johnson  
Imposed by: Skagit County Hearing Examiner  
Recorded: April 14, 1987  
Auditor's 8704140010  
File No.:

Reference is hereby made to the record for the full particulars.

5. Provision in the nature of covenants imposed by Shoreline Substantial Development Permit No. 1-87:

Requested by: Jim Fellman  
Imposed by: Skagit County Hearing Examiner  
Recorded: December 10, 1987  
Auditor's 8712100026  
File No.:

Reference is hereby made to the record for the full particulars.

6. Reservations contained in deed from the State of Washington recorded under Auditor's File No. 444092 and 326412, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

Right of the State of Washington or its successors, subject to payment of compensation therefore, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other property, as reserved in deed referred to above.

7. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Dated: March 21, 1964, March 24, 1964,  
November 8, 1965  
Recorded: March 23, 1964, May 5, 1964,  
November 8, 1965  
Auditor's 648167, 650265, 674326  
No.:  
Purpose: Perpetual right and easement to enter upon, dig, or cut away and remove any or all of the following-described tract for the improvement and enlargement of Swinomish Channel.

Commencing at the Northeast corner of said Section 1; thence North 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet to the true point of beginning, thence east 100.00 feet; thence south 110.00



feet; thence through an angle to the right of 150°, 110.00 feet, more or less, to an existing ordinary high water line; thence northwesterly along said ordinary high water line to a point due west of the point of beginning; thence east to the point of beginning.

8. Easement, including the terms and conditions thereof:

Grantee: United States of America  
Recorded: March 21, 1964, April 10, 1964, March 24, 1964, March 24, 1964, March 24, 1964, and November 8, 1965  
Auditor's No.: 648168, 649051, 650264, 650266, 650267, and 674327  
Purpose: Perpetual right and easement to enter upon, dig, or cut and remove that part of the herein described tract lying above 12 feet above mean low water. The continuing perpetual right to cut to ground level and remove all trees, bushes, shrubs, etc., and right to remove portions of buildings or other structures and the right to prohibit further construction of buildings or other structures.  
Area affected: Commencing at the northeast corner of said Section 1; thence north 89°37'00" west 4061.80 feet to a stone monument; thence south 26°44'50" west 788.30 feet to a stone monument; thence south 7°38'50" west 1873.56 feet to USCGS monument; thence south 30°58'30" west 1229.31 feet; thence east 100.00 feet to the True Point of Beginning; thence south 110.00 feet; thence through an angle to the right of 150° for a distance of 110.00 feet, more or less, to the ordinary high water line; thence through an angle to the right of 120° for a distance of 30.00 feet; thence through an angle to the right 102° for a distance of 230.00 feet, more or less, to a line which is due east of the point of beginning; thence west along said line to the True Point of Beginning

9. Right of the United States Government to maintain or replace existing dikes upon and over the tidelands on the northwest side of said Lot 9, said dikes having been constructed for the purpose of protecting from deterioration the channel leading to La Conner, as disclosed by instrument recorded April 10, 1950, under Auditor's File No. 444092.
10. Any adverse claim based upon the assertion that any portion of said premises was not tidelands subject to disposition by the State of Washington.
11. Question of location of lateral boundaries of said second class tidelands.
12. Any adverse claim based upon the assertion or determination that some portions of the subject property are actually one or more of the following:
- a) Tidelands filled by either natural or artificial means contrary to state law.
  - b) Uplands that have become submerged lands by either natural or artificial means.
  - c) Dependent upon the locations of the lines of ordinary high water and/or extreme low tide to determine their locations.
13. Claims of the Swinomish Tribal Community to ownership of all or part of the subject property and to assertions that all or part of the subject property lies within the Swinomish Reservation.



**EXHIBIT B - Scott/Fellman**

**Covenants**

The property described on the deed to which these covenants are attached is hereby subjected to the covenant that the use of the property be forever subject to the following restrictions which shall run with the property and be binding upon any successors in ownership to any interest in the property:

1. Except as specifically set forth in these Covenants, no improvements shall be constructed on the property, which shall forever remain undeveloped.

2. The following uses of the property shall be permitted:

2.1 The building and operation of one year-around tribal cultural/interpretive center; the buildings, parking facilities and other above ground improvements shall be on a portion of the property not to exceed in the aggregate 3 acres located north of the following described line: Beginning at the Northeast corner of Section 1, Township 33 North, Range 2 East, W.M.; thence North 89 degrees 37' West 4061.8 feet to stone monument; thence South 26 degrees 44'50" West 788.3 feet to stone monument; thence South 7 degrees 38'50" West 1873.56 to U.S.C.G. Survey Monument; thence South 30 degrees 58'30" West 1095.89 feet to a point on the Government meander line of Government Lot 9 in said Section 1; thence South 30 degrees 58'30" West 133.42 feet to the true point of beginning of said line; thence East 627.64 feet; thence South to the North line of the South 350' of said Government Lot 9; thence East along said North line to a point on the Government meander line of said Government Lot 9 and the end of said line. The use of this tribal cultural/interpretive center shall not be open to the public except during daylight hours (which shall always include the hours from 8:00 a.m. to 6:00 p.m.) and no commercial activity shall be allowed except a small gift shop. The gift shop may sell tribal/cultural items only, including incidental sales of cigarettes; sales and use of alcohol, volume sales of cigarettes, and gambling shall not be permitted. The size and style of the center buildings shall be compatible with the natural setting of the surrounding area, and shall be built, operated and maintained in a manner to preserve as much undisturbed land, trees, and natural vegetation and open space value as practical, and to minimize adverse environmental impacts upon the property. Occasional evening events will be allowed infrequently for special tribal occasions such as weddings or tribal ceremonies.

2.2 To allow the property to lie fallow.

2.3 To remove limited amounts of plant material, roots or herbs for Indian religious, spiritual, and cultural purposes, and not for the commercial resale thereof.

2.4 To manage the property as open space consistent with maintaining the property as a traditional Swinomish cultural and spiritual preserve in accord with the following objectives:

2.4.1 To maintain a healthy stand of trees and indigenous plants on the property;

2.4.2 To maintain a continuous growth of desirable tree and plant species native to the property, including a reasonable proportion of old-growth trees (200 years or older);

2.4.3 To keep wooded areas of the property as aesthetically appealing as possible;

2.4.4 To maintain the suitability of the property as wildlife habitat; and

2.4.5 To maintain the spiritual and cultural integrity of the property for the use of Indian religious purposes.

2.5 To manage the property as an open-space, natural area and forest, open to individuals and groups for walking and educational purposes, with the permission of the Swinomish Indian Tribe, all consistent with protection of the natural resources and features of the property.

2.6 A portion of the upland property is currently used as a boat repair facility, with two houses. The marina basin adjacent to the uplands is currently used for boat moorage and moorage rental. These activities may continue, and the boat repair, moorage and storage activities may be expanded. Marine-related commercial activities are permitted, but no other uses shall be allowed, including without limitation retail sales, cigarette sales, alcohol sales, and gambling.

2.7 To hunt and fish on the tidelands surrounding the property in compliance with Federal and Tribal regulations.

3. The Grantor of the within deed assumes no responsibility, express or implied, for the drafting, imposition, interpretation or enforcement of any of the above Covenants. The Grantee of the within deed assumes no responsibility, express or implied, for the drafting of any of the above Covenants.

4. These Covenants are for the sole and exclusive benefit of the United States of America and James and Phyllis Dunlap and their lineal descendants. Any one of the foregoing parties shall have the right and authority to enforce these Covenants.

AGREED:

~~THE UNITED STATES OF AMERICA~~  
~~IN TRUST FOR THE USE AND BENEFIT~~  
OF THE SWINOMISH INDIAN TRIBAL  
COMMUNITY

By: Robert Joe, Sr.  
Name: Robert Joe, Sr.  
Title: Chairman

STATE OF WASHINGTON )  
County of Skagit ) ss.

On this 10<sup>th</sup> day of DECEMBER, 1992, personally appeared before me Robert Joe, Sr. known to me to be the individual(s) who signed this instrument in my presence, on oath stated that [he is][she is][they are] authorized to execute this instrument on behalf of ~~the United States of America in trust for~~ the Swinomish Indian Tribal Community, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year first above written.

Alta E. Olson  
Notary Public in And For the  
State of Washington, residing  
at LACONNER, WA.  
My commission expires: 4-6-94.